



AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-51 Information Technology Professional Services

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D308 Programming Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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Contract Number: GS-35F-0191W

Period Covered by Contract: January 11, 2010 to January 10, 2015

General Services Administration
Federal Acquisition Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).



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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

QED Systems, LLC
2266 Baldwin Mill Road
Fallston, MD 21047
Phone: (732) 233-9819
Fax: (866) 524-8531
qedgsa@qed-sys.com

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:



732-233-9819

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: #556389943
Block 30: Type of Contractor – Veteran Owned Small Business
Block 31: Woman-Owned Small Business – No.
Block 36: Contractor's Taxpayer Identification Number (TIN): #20-2914519

4a. CAGE Code: #42FD6

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER: 132-51

DELIVERY TIME (Days ARO): Upon mutual agreement of contractor and customer

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None.
- c. Dollar Volume: None.
- d. Government Educational Institutions: None.
- e. Other: None.



8. TRADE AGREEMENTS ACT OF 1979, as amended: All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Applicable.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.



14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of



termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES



The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not Applicable.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: Not applicable.

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES



Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.



5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.



9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.



(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

QED Systems, LLC – GSA Offered Labor Categories

1. PROGRAM MANAGER - Level 1

Education: B.A. or B.S. degree.

Basic Experience: Must have 8 years of systems IT experience, including at least 6 years of IT and/or technical systems management experience.

Specialized Experience: At least 3 years of supervision of IT programs to include at least one of the following areas: software development and integration; telecommunications systems; or design, development and test of information management systems. Must be capable of leading projects that involve the management of multi-disciplinary teams composed of data processing, networking, systems or other information management professionals who have been involved in at least one of the following areas: analysis, design, integration, testing, analyzing, documenting, converting, extending, and implementing automated information and/or telecommunications systems.



Duties: Performs management of systems development support laboratory or field operations, possibly involving multiple projects and groups of engineering and support staff at multiple locations. Organizes, directs, and coordinates the planning and production of all technical support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) technical management structure to direct effective technical support activities.

2. PROGRAM MANAGER - Level 2

Education: B.A. or B.S. degree.

Basic Experience: Must have 15 years of systems IT experience, including at least 6 years of IT and/or technical systems management experience.

Specialized Experience: At least 4 years of supervision of IT programs to include at least one of the following areas: software development and integration; telecommunications systems; or design, development and test of information management systems. Must be capable of leading projects that involve the management of multi-disciplinary teams composed of data processing, networking, systems or other information management professionals who have been involved in at least one of the following areas: analysis, design, integration, testing, analyzing, documenting, converting, extending, and implementing automated information and/or telecommunications systems.

Duties: Performs management of systems development support laboratory or field operations, possibly involving multiple projects and groups of engineering and support staff at multiple locations. Organizes, directs, and coordinates the planning and production of all technical support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) technical management structure to direct effective technical support activities.

3. ADMINISTRATIVE/CLERICAL - LEVEL 1

Education: No degree required.

Basic Experience: N/A

Specialized Experience: Must have 2 years of experience in the appropriate area.

Duties: Provides administrative and clerical support for project tasks. These tasks may include secretarial, word-processing, editing, and coordination of project execution. Project execution areas include: time-keeping, cost, employee travel, and project reporting.

4. ADMINISTRATIVE/CLERICAL - LEVEL 2

Education: No degree required.

Specialized Experience: Must have 4 years of experience in the appropriate area.

Duties: Provides administrative and clerical support for project tasks. These tasks may include secretarial, word-processing, editing, and coordination of project execution. Project execution areas include: time-keeping, cost, employee travel, and project reporting.

5. PROJECT CONTROL SPECIALIST



Education: High school diploma or equivalent.

Experience: Must have 3 years of experience tracking system design development or test projects. Familiar with staffing and resource planning, preparing cost reports and presentations, and milestone reporting in accordance with government contract guidelines.

Specialized Experience: Preparation and analysis of cost reports, development of project schedules, working knowledge of contract and subcontract management. Proficient in the use of spreadsheets and project management tools.

Duties: Tracks project milestone achievement status and/or administrative aspects of assigned projects and deliverables. Tracks and validates project cost information, develops and maintains project files, prepares and monitors status of all deliverables, and reports status of available funding lines. Updates monthly technical task reports and coordinates delivery thereof with cost information for related task orders.

6. ANALYST - LEVEL 1

Education: B.A. or B.S. degree

Experience: Must have a minimum of 2 years of experience in one or more of the disciplines associated with the Analyst labor category.

Specialized Experience: Experience with core concepts, methods, and implementation of the specific Analyst skill domains. Performs work that requires practical experience. Work is performed independently, with evaluation and innovation in analyzing and identifying data, processes, problems, and solutions.

Duties: Executes systems analysis processes; test data analysis; statistical methods; and, technical and analytical research techniques to provide solutions related to IT technologies and systems. Analyzes test design and execution methods for laboratory, field and operational activities to obtain a quantitative, scientific basis for systems design, test and deployment efforts and environments. Recommends test implementation and/or systems improvements of systems. Supports development of project test and analysis plans. Provides support in the development of systems capabilities and requirements; concept of operations, design, development, testing, verification and validation, documentation, and implementation of system applications. Skills required may include one or more of the following: systems and requirements development and analysis; information assurance and/or security; networking; protocol, IT standards and metrics; verification and validation, configuration management, system improvement planning ; GOTS and COTS product test/analysis; identity and access management; modeling and simulation, operations research, PKI development, risk analysis and management, technical consulting and planning, and transformation and enterprise business strategy.

7. ANALYST - LEVEL 2

Education: B.A. or B.S. degree

Basic Experience: Must have a minimum of 4 years of experience in one or more of the disciplines associated with the Analyst labor category.

Specialized Experience: Demonstrated expertise in at least one of the Analyst skill domains. Responsibilities include tasks that will require familiarity multiple Analyst skill domains to accomplish objectives. Executes with moderate supervision in developing methodology and presenting solutions to problems.

Duties: Executes systems analysis processes; test data analysis; statistical methods; and, technical and analytical research techniques to provide solutions related to IT technologies and systems. Analyzes test design and execution methods for laboratory, field and operational activities to obtain a quantitative, scientific basis for systems design, test and deployment efforts and environments. Recommends test implementation and/or systems improvements of systems. Supports development of project test and analysis plans. Provides support in the development of systems capabilities and requirements; concept of operations, design, development, testing, verification and validation,



documentation, and implementation of system applications. Skills required may include one or more of the following: systems and requirements development and analysis; information assurance and/or security; networking; protocol, IT standards and metrics; verification and validation, configuration management, system improvement planning ; GOTS and COTS product test/analysis; identity and access management; modeling and simulation, operations research, PKI development, risk analysis and management, technical consulting and planning, and transformation and enterprise business strategy.

8. ANALYST - LEVEL 3

Education: B.A. or B.S. degree

Experience: Must have a minimum of 6 years of experience in one or more of the disciplines associated with the Analyst labor category.

Specialized Experience: Has knowledge of all Analyst skill domains and IT task environments. Has exhibited expertise in three of the Analyst skill domains and IT task environments. Has supervisor capabilities developing strategies to achieve project milestone/technical objectives. Guides and supports development of plans, conducts execution of tasks within a project. Evaluates results and recommends changes in development and execution of project phases and meeting schedules. Supports multiple tasks and works independently, contributes to deliverables and performance metrics.

Duties: Executes systems analysis processes; test data analysis; statistical methods; and, technical and analytical research techniques to provide solutions related to IT technologies and systems. Analyzes test design and execution methods for laboratory, field and operational activities to obtain a quantitative, scientific basis for systems design, test and deployment efforts and environments. Recommends test implementation and/or systems improvements of systems. Supports development of project test and analysis plans. Provides support in the development of systems capabilities and requirements; concept of operations, design, development, testing, verification and validation, documentation, and implementation of system applications. Skills required may include one or more of the following: systems and requirements development and analysis; information assurance and/or security; networking; protocol, IT standards and metrics; verification and validation, configuration management, system improvement planning ; GOTS and COTS product test/analysis; identity and access management; modeling and simulation, operations research, PKI development, risk analysis and management, technical consulting and planning, and transformation and enterprise business strategy.

9. DESIGN AND DEVELOPMENT ENGINEER - LEVEL 1

Education: B.A. or B.S. degree

Experience: Must have a minimum of 6 years of experience in one or more of the disciplines associated with the Design and Development Engineer labor category.

Specialized Knowledge: Has knowledge of all technical disciplines associated with the labor category. Has participated in at least two of the technical disciplines areas for a minimum of 2 years. Has a demonstrated ability to participate in a team design and development environment.

Duties: Performs IT system requirements analysis, design, development, test and analysis. Expertise will be in one or more of the following IT technology areas: concept development; systems engineering; software engineering; test design; test execution; or data reduction and analysis; Support development of software design, software coding, bug tracking, documentation and test.

10. DESIGN AND DEVELOPMENT ENGINEER - LEVEL 2

Education: B.A. or B.S. degree



Experience: Must have a minimum of 8 years of experience in one or more of the disciplines associated with the Design and Development Engineer labor category.

Specialized Knowledge: Has practical experience with all technical disciplines associated with the labor category. Has participated in at least two of the technical disciplines areas for a minimum of 2 years. Has a demonstrated ability to participate in a team design and development environment.

Duties: Performs IT system requirements analysis, design, development, test and analysis. Expertise will be in one or more of the following IT technology areas: concept development; systems engineering; software engineering; test design; test execution; or data reduction and analysis; Support development of software design, software coding, bug tracking, documentation and test.

11. DESIGN AND DEVELOPMENT ENGINEER - LEVEL 3

Education: B.A. or B.S. degree

Experience: Must have a minimum of 10 years of experience in one or more of the disciplines associated with the Design and Development Engineer labor category.

Specialized Knowledge: Has practical experience with all technical disciplines associated with the labor category. Has participated in all technical disciplines areas for a minimum of 2 years. Has a demonstrated ability to lead in a team design and development environment.

Duties: Performs IT system requirements analysis, design, development, test and analysis. Expertise will be in one or more of the following IT technology areas: concept development; systems engineering; software engineering; test design; test execution; or data reduction and analysis; Support development of software design, software coding, bug tracking, documentation and test.

12. SYSTEMS ENGINEER – LEVEL 1

Education: B.S. degree or 3 years of equivalent experience in a related field.

Specialized Experience: At least 2 years of experience as a contributing member of a systems engineering team addressing three of the systems engineering processes identified above.

Duties: Participate in a systems engineering team environment. Provide input to systems engineering reports and presentations. Conduct basic systems engineering tasks under the guidance of supervision. Provide and/or contribute to one or more of the following processes: system concept, requirements analysis, trade-off analysis, risk analysis, risk mitigation, design, test integration, data analysis, analytic problem solving and planning.

13. SYSTEMS ENGINEER – LEVEL 2

Education: B.S. degree or 6 years of equivalent experience in a related field.

Specialized Experience: At least 4 years of experience as a contributing member of a systems engineering team addressing three of the systems engineering processes identified above.

Duties: Participate in a systems engineering team environment. Generate reports and presentations with technical lead supervision. Provide and/or contribute to one or more of the following processes: system concept, requirements analysis, trade-off analysis, risk analysis, risk mitigation, design, test integration, data analysis, analytic problem solving and planning.

14. SYSTEMS ENGINEER – LEVEL 3

Education: B.S. degree or 8 years of equivalent experience in a related field.



Specialized Experience: At least 6 years of experience as a contributing member of a systems engineering team addressing three of the systems engineering processes identified above. At least two years demonstrated success in four of the systems engineering processes identified above

Duties: Participate in a systems engineering team environment. Generate technical reports and presentations with limited technical lead supervision. Provide and/or contribute to one or more of the following processes: system concept, requirements analysis, trade-off analysis, risk analysis, risk mitigation, design, test integration, data analysis, analytic problem solving and planning.

15. SYSTEMS ENGINEER – LEVEL 4

Education: B.S. degree or 10 years of equivalent experience in a related field.

Specialized Experience: At least 8 years of experience as a contributing member of a systems engineering team addressing six of the systems engineering processes identified above. At least three years of experience in the supervision of engineers, and demonstrated success in six of the systems engineering processes identified above

Duties: Lead a systems engineering team and/or perform a lead advisory role to a design, test or integration effort. Generate technical reports and presentations with no technical lead supervision. Establish systems engineering approach to solving complex problems. Provide and/or contribute to one or more of the following processes: system concept, requirements analysis, trade-off analysis, risk analysis, risk mitigation, design, test integration, data analysis, analytic problem solving and planning.

16. SYSTEMS ENGINEER – LEVEL 5

Education: B.A. or B.S. degree or 15 years of equivalent experience in a related field.

Specialized Experience: At least 10 years of experience as a contributing member of a systems engineering team addressing the systems engineering processes identified above. At least six years of experience in the supervision of engineers, and demonstrated success in all of the systems engineering processes identified above.

Duties: Lead a systems engineering team and/or perform a lead advisory role to a design, test or integration effort. Generate technical reports and presentations with no technical lead supervision. Identifies systems engineering objectives and develops alternative engineering approaches to solving complex problems. Provides guidance to customer and/or team across all the systems engineering processes identified above. Provide and/or contribute to one or more of the following processes: system concept, requirements analysis, trade-off analysis, risk analysis, risk mitigation, design, test integration, data analysis, analytic problem solving and planning.

17. ARCHITECTURE ENGINEER

Education: B.S. degree or 6 years of equivalent experience in a related field

Basic Experience: Must have 4 years of experience in the development of IT network, information services, or telecommunications architectures. Must demonstrate the ability to work independently, or with limited guidance, on tasks that are moderately complex to analyze, plan, and implement engineering solutions.

Specialized Experience: At least 2 years of experience in the analysis and design of voice networks, LAN and WAN data networks, wireless networks, and/or network management systems to support voice and data services.

Duties: Analyzes and develops network architectures supporting information exchange, processing and display. Generate technical reports and presentations with no technical lead supervision. Identifies technical architecture requirements and engineering approach to achieving these requirements .

18. TEST ENGINEER - LEVEL 1



Education: B.S. degree

Experience: Must have a minimum of 2 years of experience in one or more of the disciplines associated with the Test Engineer labor category.

Duties: Generate technical reports and presentations with minimal technical lead supervision. Supports identification of test engineering objectives, and engineering approach to solving complex test objectives. Conducts test activities. Analyze IT system requirements and metrics; develop test objectives to verify system performance; and identify test instrumentation required to achieve test objectives. Develop mechanisms to manage and process test data. Support the data reduction and analysis processes. Support the generation of test reports.

19. DATABASE MANAGEMENT SPECIALIST

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

Basic Experience: Must have 1 years of experience in DBMS analysis and programming.

Specialized Experience: At least 3 year of experience in using current DBMS technologies and application design using database management systems; experience with DBMS internals.

Duties: Must be capable of providing support in the use of DBMSs. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Supports file organization, indexing methods, and security procedures for specific user applications. Supports implementation and maintenance of database backup and recovery procedures for the processing environments.



Notes:

Degree / Experience Equivalency:

The labor category definitions in our Pricelist describe the functional responsibilities and education and experience requirements for each labor category. These requirements are a guide to the types of experience and educational background of typical personnel in each labor category.

Education and experience may be substituted for each other. Each year of relevant experience may be substituted for 1 year of education, and vice versa. In addition, certifications, professional licenses, and vocational technical training may be substituted for experience or education with the written approval of the ordering activity.

Degree Experience Equivalence* Other Equivalence

Associate's Degree Equivalent:

- 1 year relevant experience Vocational
or,
- Technical training in work-related field

Bachelor's Degree Equivalent:

- Associate's degree + 2 years relevant experience
or,
- 4 years relevant experience Professional certification

Master's Degree Equivalent:

- Bachelor's + 2 years relevant experience, or Associate's + 4 years relevant experience
or,
- Professional license

Doctorate Degree Equivalent:

- Master's + 2 years relevant experience
or,
- Bachelor's + 4 years relevant experience

- ❖ Successful completion of each year of higher education that has not yet resulted in a degree may be counted 1-for-1 for a year of experience. Further, both parties recognize that, on occasion, there may be a need to waive the requirements in order to use the best individual for the task. Therefore, waivers to the education/experience requirements may be granted by either the task order contracting officer or contracting officer technical representative. If such a waiver is included in our proposal, award of said proposal shall be deemed a grant of the waiver.



RATES FOR GSA LABOR CATEGORIES

LABOR CATEGORIES	GSA RATE
Program Manager - Level 1	\$133.64
Program Manager - Level 2	\$186.39
Administrative/Clerical - Level 1	\$41.31
Administrative/Clerical - Level 2	\$42.06
Project Control Specialist	\$68.51
Analyst - Level 1	\$109.82
Analyst - Level 2	\$128.66
Analyst - Level 3	\$132.99
Design and Development Engineer - Level 1	\$93.20
Design and Development Engineer - Level 2	\$119.89
Design and Development Engineer - Level 3	\$134.40
Systems Engineer - Level 1	\$105.54
Systems Engineer - Level 2	\$115.86
Systems Engineer - Level 3	\$129.97
Systems Engineer - Level 4	\$141.96
Systems Engineer - Level 5	\$151.83
Architecture Engineer	\$93.19
Test Engineer - Level 1	\$75.56
Database Management Specialist	\$59.44



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

QED Systems, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Managing Partners

Samuel W. Gregg
William Polites
Mark R Berry

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